

**THOMAS J. NAGORSKI**

2112 MAPLEWOOD STREET • BOZEMAN MONTANA 59718  
USA (406) 595-2506  
*thomas.nagorski@gmail.com*

Clerk of the Court  
United States District Court for the Eastern District of Pennsylvania  
Byrne Federal Courthouse  
601 Market Street  
Philadelphia PA 19106-1797

**PEPPER HAMILTON LLP**

Robert L. Hickock, Esquire  
3000 Two Logan Square  
18<sup>th</sup> and Arch Streets  
Philadelphia PA 19102

**AUDET & PARTNERS, LLP**

Michael McShane, Esq.  
221 Main Street, Suite 1460  
San Francisco CA 94105

In re: CertainTeed Fiber Cement Siding Litigation, MDL Docket No. 2270

31 December, 2013

Greetings:

This letter registers my objection to the terms of the Class Action Settlement as detailed.

I specifically object to the exclusion of previous owners of qualifying property : "If you owned a building on which the Siding was installed on or before September 30, 2013, but sold it, you may file a claim **only if (a) the purchaser assigned that right to you in writing...**"

I owned property at 705 Washington Street, Belgrade Montana 59714. A new manufactured house was placed on this property in 2006, built by Nashua Homes of Idaho. This house was sided with the faulty CertainTeed product.

This siding began to show signs of failure almost from the start: Shrinkage, Warping, Cracking and Splitting. I filed a Warranty Claim with CertainTeed, to no avail. Their claim was that the siding was installed improperly by Nashua Homes. Although Nashua may not have conformed to CertainTeed's strict installation instructions, most of the failing panels were obviously due to flawed product and could not be attributed to bad installation.

Unless I chose to sue CertainTeed for satisfaction, I was left with no other recourse. Over the years, this siding required considerable labor to maintain and to minimize the impact of the substandard product.

I sold this house and property in 2011. The condition of the CertainTeed Fiber Cement siding was a factor in the reduced selling price. At the time, retaining the right to sue CertainTeed in the future was never a consideration and was not addressed during the sale.

To summarize: I oppose the terms of this Class Action Settlement because it excludes previous owners who do not have written assignment of the right to settle by purchasers to sellers. I purchased the product. I fought with CertainTeed for resolution. I invested the labor in maintaining this failed product. I took the financial loss when the property was sold.

Basically, the terms of this Settlement mandate that I also should have been clairvoyant and anticipated a future Class Action Suit, and so should have retained the right to future suits in sale documents. **This is not right.**

Neither myself nor my attorney wish to appear at the Final Approval Hearing.

Regards,

A handwritten signature in black ink, appearing to read "Thomas Nagorski", with a stylized flourish at the end.

Thomas J. Nagorski